

Juanita R. Brooks (CA SBN 75934) / brooks@fr.com
Roger A. Denning (CA SBN 228998) / denning@fr.com
Frank J. Albert (CA SBN 247741) / albert@fr.com
K. Nicole Williams (CA SBN 291900) / nwilliams@fr.com
Jared A. Smith (CA SBN 306576) / jasmith@fr.com
Tucker Terhufen (CA SBN 311038) / terhufen@fr.com
FISH & RICHARDSON P.C.
12860 El Camino Real, Ste. 400
San Diego, CA 92130
Telephone: (858) 678-5070 / Fax: (858) 678-5099

Susan E. Morrison (*Pro Hac Vice*) / morrison@fr.com
FISH & RICHARDSON P.C.
222 Delaware Avenue, 17th Floor
P.O. Box 1114
Wilmington, DE 19801
Telephone: (302) 652-5070 / Fax: (302) 652-0607
Additional counsel listed on signature page

Attorneys for Plaintiff,
FINJAN LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

FINJAN LLC,

Plaintiff,

v.

PALO ALTO NETWORKS, INC.,

Defendant.

Case No. 4:14-cv-04908-JD

**FINJAN LLC'S REPLY CLAIM
CONSTRUCTION BRIEF**

Hon. James Donato
Ctm: 11, 19th Floor

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1 **I. ARGUMENT**

2 **A. Term 1: “file cache” (’731 Patent Claims 1, 3, 14, 17)**

3 PAN’s opposition fails to adequately address three key points from Finjan’s opening brief:
 4 (1) claim 1 must be broad enough to cover a “file cache” where the files are *not* deleted, because it
 5 supports dependent claims where files *are* deleted (Dkt. No. 158 at p. 3); (2) PAN’s construction is
 6 confusing for the jury; and (3) PAN’s construction contradicts teachings in the ’731 patent that
 7 disclose using a cache to store security policy files that need not be deleted. (*Id.* at pp. 3-4.) PAN
 8 has no response of any kind for the first two points. *See* Dkt. No. 159 at pp. 2-4. On the third point,
 9 PAN asserts that Finjan mischaracterizes the patent, but PAN points to nothing stating that the
 10 security policy files are deleted except attorney argument. Dkt. No. 159 at pp. 3-4.

11 Instead of addressing these issues, PAN incorrectly argues that Finjan’s proposal is a change
 12 from its prior position. Dkt. No. 159 at p. 3. Finjan has always asserted that the plain and ordinary
 13 meaning for “file cache” is a “memory for storing a file at least temporarily,” which the PTAB
 14 agreed with and adopted. Dkt. No. 158-6 at p. 6. PAN tries to stretch an unrelated statement Finjan
 15 previously made regarding “caching,” but Finjan never said that caching is *limited* to temporary
 16 storage and Finjan’s prior statement is entirely consistent with its proposal. Finally, PAN argues
 17 that extrinsic evidence supports limiting “file cache” to only temporary storage, but even if relevant,
 18 none of this evidence requires that a “file cache” must be limited to temporary storage.

19 PAN separately argues that a “cache” should be limited to a data structure. But there is
 20 simply no support for this interpretation (PAN points only to statements from its paid expert). PAN
 21 acknowledges that it improperly includes “data structure” in making its compromise proposal of
 22 “software or hardware to temporarily store files for faster retrieval later,” which removes “data
 23 structure.” Dkt. No. 159 at p. 4. Thus, PAN’s proposal should be rejected

24 PAN’s compromise proposal still limits “file cache” to only temporary storage and should
 25 be rejected for the reasons previously discussed. PAN’s inclusion of “faster retrieval later” is also
 26 unsupported and would improperly import a non-recited limitation into the claims. Thus, PAN’s
 27 compromise proposal should also be rejected.

B. Term 2: “incoming files from the Internet” (’731 Patent Claims 1-3)

PAN’s proposal is not the plain and ordinary meaning because it adds a non-recited limitation of “requested by an intranet computer.” PAN does not address that claim 1 does not tie the “incoming files” to any “request,” much less a “request by an intranet computer.” *See* Dkt. No. 159 at pp. 5-6. PAN’s argument about claim 6 being directed to “different files in different locations” is misleading and incorrect. *Id.* Claim 6 explicitly requires a “request for files” whereas claim 1 **does not**. *Compare* Dkt. No. 158-2 at cl. 1 *with* Dkt. No. 158-2 at cl. 6. PAN cannot rewrite the claims to add the “requested by an intranet computer” limitation.

PAN also argues that the specification requires that incoming files from the Internet must be the result of a requested by an intranet computer. *See* Dkt. No. 159 at pp. 5-6. PAN is incorrect. The specification lists multiple preferred embodiments where a computer gateway and scanner process files that are not requested by any computer, let alone an intranet computer. PAN does not address these disclosures. *See* Dkt. No. 159 at pp. 5-6. Nor does PAN deny that it attempts to improperly import limitations from the specification into the claims. *See id.* Thus, PAN’s proposal should be rejected.

C. Term 3: Preamble of Claim 14 (’633 Patent Claim 14)

PAN offers **no** authority that Finjan must fix the claim through a certificate of correction.¹ Indeed, three prior times this District interpreted the claim as Finjan suggests. *See Finjan, Inc. v. Blue Coat Sys., Inc.*, No. 13-CV-03999-BLF, 2014 WL 5361976, at *7-8 (N.D. Cal. Oct. 20, 2014) (correcting claim); *Finjan, Inc. v. Cisco Sys. Inc.*, No. 17-CV-00072-BLF, 2019 WL 452038, at *4-5 (N.D. Cal. Feb. 5, 2019) (same); *Finjan, Inc. v. Sonicwall, Inc.*, No. 17-CV-04467-BLF, 2019 WL 1369938, at *5 (N.D. Cal. Mar. 26, 2019) (same).

1. The Correction to Claim 14 Is Not Subject to Reasonable Debate

PAN appears to be contending that the preamble of a Beauregard claim must include the magic words “instructions for a computer to perform,” and because Claim 14 does not include them, it is not a Beauregard claim. Neither *CyberSource*, nor any other legal precedent establishes such a

¹ PAN relies on *Halliburton Energy Services, Inc. v. M-I LLC*, but that case does not address certificates of correction, and the portion PAN quotes relates to patent drafting and examination. *See* 514 F.3d 1244, 1255 (Fed. Cir. 2008).

1 requirement. Indeed, courts in this District—in view of *CyberSource*—have already found **three**
 2 **times** that Claim 14 is, in fact, a Beauregard claim. *Blue Coat*, 2014 WL 5361976, at *7 (“[T]he
 3 corrected preamble can be reasonably interpreted to set forth a computer readable program code
 4 that, when executed, performs the limitations of the claim.”); *Cisco*, 2019 WL 452038, at *4 (same);
 5 *Sonicwall*, 2019 WL 1369938, at *5 (same). At least one other court has also agreed with this
 6 construction. *Implicit, LLC v. Imperva, Inc.*, No. 2:19-CV-00037-JRG-RSP, 2020 WL 10356908,
 7 at *7 (E.D. Tex. Apr. 22, 2020) (citing *Blue Coat*, 2015 WL 3630000, at *13) (“The claims here
 8 appear to take the traditional form of a Beauregard claim. ... The Court finds that these claims are
 9 analogous to the claims analyzed in *Finjan*.”).

10 Next, PAN argues (at 9) that removing “the method” from Claim 14 introduces antecedent
 11 basis issues into dependent Claims 15-20. But PAN does not dispute that those claims could be
 12 similarly corrected, removing “the method” and referring to the computer program product of Claim
 13 14. Dkt. No. 159 at pp. 8-10; Dkt. No. 158-10 at ¶¶ 48-52. Courts in this District have twice rejected
 14 PAN’s very argument. *See Cisco*, 2019 WL 452038, at *5; *Sonicwall*, 2019 WL 1369938, at *6.

15 Finally, there is no reasonable debate that the intrinsic evidence (in particular, the file
 16 history) indicates that the applicant intended to amend Claim 30 (now Claim 14) to be a computer
 17 readable medium claim rather than a method claim. PAN does not dispute that its own expert stated
 18 as much. Dkt. No. 158 at p. 8 (citing Dr. Rubin’s discussion of the prosecution history). PAN points
 19 (at pp. 9-10) to the fact that the applicant added the word “the” before “method,” and that the
 20 applicant referred to the other independent claims as “computer-readable storage medium” claims.
 21 But the applicant amended the preamble of rejected Claim 30 from “A processor-based method, ...”
 22 to “**A computer program product**, comprising a computer usable medium having a computer
 23 readable program code therein, the computer readable program code adapted to be executed for
 24 computer security, ...” (*see* Dkt. No. 158-11 at p. 6)—evincing clear intent to change the claim from
 25 a method claim to a Beauregard claim.

26 2. Claim 14 Is Not Indefinite Under *IPXL*

27 Finally, neither the uncorrected nor corrected version of Claim 14 is indefinite under *IPXL*.
 28 “The concern underlying [the Court’s] holding in *IPXL Holdings* was that claiming both an

apparatus and method of using the apparatus within a single claim can make it unclear whether infringement occurs when one creates an infringing system, or whether the user actually uses the system in an infringing manner.” *MasterMine Software, Inc. v. Microsoft Corp.*, 874 F.3d 1307, 1313 (Fed. Cir. 2017). In *IPXL*, the Federal Circuit determined that a system claim with a limitation that “the user uses the input means” to perform a certain function was indefinite because it recited both a system and a method for using that system such that the scope of the claimed invention would not be reasonably clear to one of skill in the art. *IPXL Holdings, L.L.C. v. Amazon.com, Inc.*, 430 F.3d 1377 (Fed. Cir. 2005). PAN fails to point to a single limitation—such as the “user uses the input means” limitation in *IPXL*—that makes the manner of infringement unclear. That is because Claim 14, like the claims in *MasterMine* and *HTC Corp.*, “merely use[s] permissible functional language to describe the capabilities of the claimed system,” and therefore “it is clear that infringement occurs when one makes, uses, offers to sell, or sells the claimed system.” See *MasterMine*, 874 F.3d at 1313; see also *HTC Corp. v. ICom GmbH & Co., KG*, 667 F.3d 1270, 1274, 1277-78 (Fed. Cir. 2012); Dkt. No. 158-10 at ¶ 58 (“[A] POSITA would readily understand [] the scope of the claim even if it were to include the phrase ‘the method’”). Instead, PAN argues in conclusory fashion (at 10) that “in the **uncorrected** version of claim 14, it is unclear whether one infringes by making a “computer program product” or practicing “the method,” (emphasis added), which is far from sufficient to satisfy its clear and convincing burden.

PAN also argues in conclusory fashion (at 11) that the **corrected** version of Claim 14 “is indefinite because it is not clear how the claimed ‘steps’ are included in the claimed product or whether the ‘steps’ must be performed for infringement.” A POSITA, however, would understand that the claim refers to a product that includes a computer useable medium having computer readable program code therein adapted to be executed for computer security, and the subsequent limitations refer to instructions stored on that medium. See Dkt. No. 158-10 at ¶ 58. The *Blue Coat* court examined this specific issue in the context of summary judgment, opined that it “finds no confusion over when infringement of Claim 14 occurs,” and found that corrected Claim 14 is not indefinite under *IPXL*. See *Blue Coat*, 2015 WL 3630000, at *13 (N.D. Cal. June 2, 2015) (“[T]he Court gathers that Claim 14 is infringed when an accused infringer makes, uses, offers to sell, or sells an

apparatus containing a computer usable medium.”). This Court should also find that Claim 14—uncorrected or corrected—is not indefinite.

D. Term 4: “mobile protection code” (’633 Patent Claim 14)

Finjan’s opening brief cites several examples from the claim and the specification that confirm that the “mobile protection code” need not be executable. Dkt. No. 158 at pp. 9-10. PAN does not address those examples. PAN argues that the courts in *Blue Coat II* and *Sonicwall* adopted the construction PAN proposes here. But PAN completely ignores that Finjan’s proposal—minus the agreed upon “without modifying the executable code” portion—was adopted in *Blue Coat*, *Proofpoint*, and IPR2019-00060. *See Blue Coat*, 2014 WL 5361976, at *7-8; *Finjan, Inc., v. Proofpoint, Inc.*, No. 13-CV-05808-HSG, 2015 WL 7770208, at *5 (N.D. Cal. Dec. 3, 2015); Exh. 20 (IPR2019-00060, Paper 7) at p. 6. PAN also ignores that neither PAN nor Dr. Rubin sought to add this extraneous requirement to the construction of the term in IPR2019-01974. *See* Dkt. No. 158-8 at pp. 18-20 (construing “mobile protection code”); Dkt. No. 158-9 at ¶¶ 81-83 (same).

Blue Coat II did not find, as PAN urges, that “the patent describes that mobile protection code is ‘initiated,’ and that the operating system ‘executes’ mobile protection code.” *See generally Finjan, Inc. v. Blue Coat Sys., LLC*, 283 F. Supp. 3d 839, 870 (N.D. Cal. 2017). And assuming for argument mobile protection code is capable of being “initiated” or “execute[d],” neither means it is necessarily itself “executable.” Finally, PAN fails to explain how mobile protection code “execut[ing] the protection policies,” “installing mobile protection code elements,” “loading ‘Downloadables,’” and “forming and ‘access monitor” teaches that mobile protection code must itself be executable. Accordingly, the Court should adopt Finjan’s proposed construction.

E. Term 5: “downloadable-information destination” (’633 Patent Claim 14)

PAN’s argument relies entirely on the fact that the court in *Cisco* adopted the construction PAN proposes here (while failing to acknowledge that the court in *Proofpoint* adopted Finjan’s proposed construction). *Proofpoint, Inc.*, 2015 WL 7770208, at *5. But more importantly, PAN fails to address the biggest problem that results from blindly applying the *Cisco* construction in this case: including “user device” in the construction here will cause juror confusion.

PAN does not dispute that the ’633 Patent broadly defines “user device” to refer to anything

1 from a client device to a firewall or server. Dkt. No. 158 at p. 11; *see generally* Dkt. No. 159. PAN
 2 also does not dispute that injecting “user device” into this construction will confuse the fact finder,
 3 who will be forced to determine what is a “user device,” but without the guidance from the
 4 specification.

5 PAN’s only response is an assertion that Finjan’s position that adding “user device” to the
 6 construction of “downloadable-information destination” (’633 Patent) will cause juror confusion is
 7 somehow at odds with Finjan’s unrelated position that no construction is necessary for “parse tree”
 8 and “lexical constructs” (’408 Patent), is inapposite. Unlike those other patents, the ’633 patent
 9 expressly defines “user device.” Thus, the Court should reject PAN’s proposed construction. But
 10 to the extent the Court determines that “user device” should be included in the construction, the
 11 Court should clarify the scope of a “user device” (which PAN does not dispute): “any device from
 12 a client device to a firewall or server.” *See* Dkt. No. 158-3 at 7:37-62.

13 **F. Term 6: “parse tree” (’408 Patent Claims 1, 3-8, 22)**

14 Finjan maintains that this term does not require construction. PAN criticizes Finjan, but
 15 PAN too previously believed this term should be construed more broadly. Dkt. No. 158 at p. 12.
 16 But, in an effort to minimize disputes, Finjan does not oppose PAN’s proposal in this instance.

17 **G. Term 7: “programming language” (’408 Patent Claims 1, 3-8, 22)**

18 Despite everyone (Finjan, PAN, and both experts) agreeing that “programming language”
 19 has a plain and ordinary meaning, PAN argues that the claim is indefinite, which under the law
 20 requires PAN to offer clear and convincing evidence that the claims fail to “inform those skilled in
 21 the art about the scope of the invention with reasonable certainty.” *Nautilus, Inc. v. Biosig*
 22 *Instruments, Inc.*, 572 U.S. 898, 910 (2014). PAN’s argument fails to meet that standard because
 23 the ’408 Patent clarifies the alleged “ambiguity” that PAN identifies, as does the extrinsic evidence.

24 PAN’s basis for arguing indefiniteness is that the dependent claims refer to HTML and URIs
 25 as “programming languages.” If anything, this clarifies the scope of the term: “programming
 26 language” is to be given its plain and ordinary meaning, which would include HTML and URI.
 27 Thus, the “claims, viewed in light of the specification and prosecution history, inform those skilled
 28 in the art about the scope of the invention with reasonable certainty.” *Nautilus*, 572 U.S. at 910. In

1 fact, PAN is not able to dispute that HTML and URI satisfy criteria that even PAN's expert identifies
 2 as associated with a programming language. *See* Dkt. No. 158 at 13 (identifying criteria that PAN's
 3 expert associates with "programming language" and that are found in HTML and UR); Dkt. No.
 4 159 at pp. 12-14 (failing to rebut Finjan's argument).

5 PAN instead offers conclusory criticisms that are not supported by the record evidence. For
 6 example, PAN contends URI and HTML do not result in an "executable" or "executable code." But
 7 programming languages need not result in "executables" (such as an EXE file)—only steps that can
 8 be executed by a computer. And as Dr. Orso explains, both HTML and URI results in specific steps
 9 that are executed by a computer. Dkt. No. 158-10 ¶¶ 75-77. PAN then argues that HTML is not
 10 able to add two numbers together, but that is not a requirement of a programming language. PAN
 11 states that URI cannot define a series of instructions, but fails to address the excerpt from the URI
 12 standard that explains how a URI is translated into a scheme and path components, which
 13 correspond to a series of instructions. Dkt. No. 158-10 ¶ 73.

14 The remainder of PAN's arguments on this term are improper characterizations of Dr. Orso's
 15 deposition. While it is technically accurate that Dr. Orso did not recall telling anyone that URI is a
 16 programming language, he offered the same testimony about other languages (such as Java, Lisp
 17 and Fortran), all of which PAN appears to agree are programming languages. Exh. 21 (Orso Tr.) at
 18 93:25-95:19. The larger point in Dr. Orso's testimony is that he does not recall engaging in that
 19 type of dialogue regarding programming languages in general. *See id.* at 89:19-91:6, 93:25-98:6.
 20 And PAN's argument that Dr. Orso was unable to "exclude anything as a programming language"
 21 is both incorrect and misleading. Dkt. No. 159 at 14. Dr. Orso was presented with a number of
 22 hypotheticals on which he had not offered an opinion and was being asked improper
 23 noninfringement and/or invalidity questions. Dr. Orso's testimony was only that he was not offering
 24 an opinion on those issues during this claim construction deposition.

25 Finally, PAN improperly presents some undisclosed extrinsic evidence to argue that HTML
 26 and URI are not a programming language. Dkt. No. 159 at pp. 12-13. However, PAN's own expert
 27 explicitly acknowledges that others believe HTML is a programming language and that HTML and
 28

1 URI contain characteristics that would qualify as programming languages as do other sources.² *See*,
 2 *e.g.*, Dkt. No. 158 at pp. 12-13; Dkt. No. 158-10 at ¶¶ 67-82. Thus, PAN’s argument should be
 3 rejected as incorrect and untimely, and the Court should find the term definite.

4 **H. Term 8: “lexical constructs for the specific programming language” (’408**
 5 **Patent Claims 1, 3-8, 22)**

6 PAN fails to identify any support in the intrinsic record for its inclusion of the non-recited
 7 limitation of “defining the operation of the program code.” Dkt. No. 159 at pp. 14-15. The
 8 specification describes “lexical constructs for a specific programming language” in connection with
 9 a few exemplary embodiments consistent with its plain and ordinary meaning. *See, e.g.*, Dkt. No.
 10 158-5 at 2:6-15, 2:25-34. The specification says nothing about “defining the operation of the
 11 program code” that PAN attempts to import into the claims. *See generally* Dkt. No. 158-5.

12 PAN’s extrinsic support is both untimely and insufficient. The only support PAN identifies
 13 for adding “defining the operation of the program code” is deposition testimony from its expert not
 14 found in his declaration. *See* Dkt. No. 158-12 at ¶¶ 76-79. Even if the testimony had been properly
 15 disclosed, neither PAN nor its expert provided any intrinsic or extrinsic evidence to support this
 16 conclusory testimony. Moreover, the expert testimony PAN provides is not reliable, as it contradicts
 17 his prior testimony. Dkt. No. 158 at pp. 14-15 (noting PAN’s expert never proposed a construction
 18 for this term despite opining on this patent in numerous matters).

19 PAN argues that Finjan is attempting to limit the claims to definitions for terms, such as
 20 “lexical” and “lexical analysis,” but that is incorrect. Dkt. No. 159 at p. 15. Rather, Finjan offers
 21 that this term does not need construction, which was PAN and its expert’s prior position in several
 22 matters. To the extent the Court construes this term, no reason exists to depart from the plain and
 23 ordinary meaning to incorporate an unsupported and non-recited limitation into the claims.

24 **I. Term 9: “content processor” (’154 Patent Claims 1, 2, 6, 7) and Term 10:**
 25 **“content” (’154 Patent Claims 1, 2, 4, 6, 7, 10)**

26 The Court should reject PAN’s attempts to (1) limit the location of the “content processor”
 27 to “*on the protected client/user computer*” and (2) limit the content to only “modified” content.

28 ² Finjan objects to PAN’s previously undisclosed extrinsic material (*e.g.*, Dkt. Nos. 159-12, 159-13, and 159-14). PAN first added this undisclosed extrinsic evidence to the final amended joint claim construction statement today, and it should be afforded no weight.

1 *First*, there is no requirement in the intrinsic record limiting the location of a “content
 2 processor” to a client computer, and injecting this limitation into the claims is not advancing the
 3 objectives of the ’154 Patent. The ’154 patent is directed to **shielding** the client computer from
 4 malicious content. *See, e.g.*, Dkt. No. 158-4 (’154 Patent) at 4:23-36; 4:35-37. The claimed “content
 5 processor” processes and invokes functions (which may or may not be malicious). *Id.* at cl. 1.
 6 Requiring that the processing and invoking of potentially malicious functions occurs at the client
 7 computer (as PAN’s construction requires) does not contribute to shielding the client computer—
 8 but rather increases the risks posed by malicious content.

9 In fact, as PAN notes, the ’154 Patent’s solution lies not in the location of the content
 10 processor, but in the use of a **security computer** to inspect code at a location that is separate from
 11 the client computer. Dkt. No. 159 at p. 15. The ’154 Patent emphasizes “shielding” the client
 12 computer from malicious content by **not** running code on it. *See* Dkt. No. 158-4 (’154 Pat.) at 4:23-
 13 26 (“[T]here is a need for a new form of behavioral analysis, which can **shield computers** from
 14 dynamically generated malicious code **without running on the computer itself that is being**
 15 **shielded.**”) (emphasis added). The claim reflects this approach. *Id.* at cl. 1. PAN asserts that the
 16 ’154 Patent requires keeping the content processor on the client computer, but in doing so,
 17 selectively quotes from the patent. Dkt. No. 159. at pp. 19-20 (using ellipses). The full statement,
 18 consistent with the above, focuses on the fact that the client computer is shielded from processing
 19 potentially malicious content: “[t]he present invention operates through a security computer that is
 20 **preferably** remote from a **client computer that is being shielded while processing network**
 21 **content.**” Dkt. No. 158-4 (’154 Pat.) at 4:35-37 (emphasis added). PAN otherwise cites to examples
 22 from the specification that use permissive language such as “preferably” and “may,” as Finjan
 23 highlighted in its opening brief. Dkt. No. 158 at pp. 19-20. For example, the patent states that a
 24 “content processor **may be** a web browser running on a client computer 210” (Dkt. No. 158-4 at
 25 10:61-62 (emphasis added)), leaving open that a content processor may be something else located
 26 somewhere else. There is no basis for limiting the “content processor” to the location set forth in
 27 these examples—and only that location—when doing so would not be consistent with the overall
 28 goals of the patent.

1 *Second*, the Court should decline to include “modified” in the constructions of both content
 2 and content processor. PAN makes no attempt to justify its construction in the intrinsic record.
 3 PAN cites to two passages in the specification, neither of which require that content is “modified”
 4 and otherwise relies entirely on referencing the *Juniper* case. However, the *Rapid7* court found that
 5 content processor should not include “modified” even *after* the *Juniper* decision. PAN criticizes
 6 Finjan’s reliance on *Proofpoint*, *Bitdefender*, and *Symantec* because, according to PAN, those cases
 7 dealt only with an attempt to limit the content processor to a specific embodiment. But that is exactly
 8 what PAN attempts to do here by limiting the content and content processor to “modified content.”
 9 These four courts found in Finjan’s favor on these related terms.

10 PAN falls short of carrying its burden to show collateral estoppel applies because there is no
 11 identity of issues. PAN proposes a construction for “content processor” that has not been adopted
 12 by any court. *See e.Digital Corp. v. Futurewei Techs., Inc.*, 772 F.3d 723, 727 (Fed. Cir. 2014) (for
 13 collateral estoppel to apply, “[e]ach case requires a determination that each of the requirements for
 14 collateral estoppel are met, including that the issue previously decided *is identical* to the one sought
 15 to be litigated.”) (emphasis added). In *Juniper*, Judge Alsup construed “content processor” as “a
 16 processor that processes modified content.” PAN proposes a narrower construction that would limit
 17 the location of the content processor and would require that it be an application—two issues that
 18 were not litigated in *Juniper*. PAN concedes that Judge Alsup did not reach the location portion of
 19 PAN’s construction. Dkt. No. 159 at p. 19 (quoting *Juniper*: “this order need not and does not reach
 20 that issue in construing the term.”). And no court has addressed the application portion that PAN
 21 now attempts to abandon. Accordingly, collateral estoppel does not apply.

22 Finally, PAN concedes that the content processor need not be “an application,” instead
 23 reverting to the claim language “processor.” This concession further confirms that the plain
 24 meaning is readily understood. Indeed, given that PAN’s construction uses “processor,” the only
 25 term being construed is “content” (twice), which is readily understandable to the jury. The Court
 26 should reject PAN’s proposals and apply the plain meaning, as several other courts have done.

27 **II. CONCLUSION**

28 For the foregoing reasons, Finjan requests that the Court adopt its proposed constructions.

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Respectfully Submitted,

2 /s/ Phillip W. Goter

3 Juanita R. Brooks (CA SBN 75934)

brooks@fr.com

4 Roger A. Denning (CA SBN 228998)

denning@fr.com

5 Frank J. Albert (CA SBN 247741)

albert@fr.com

6 K. Nicole Williams (CA SBN 291900)

nwilliams@fr.com

7 Jared A. Smith (CA SBN 306576)

jasmith@fr.com

8 Tucker Terhufen (CA SBN 311038)

9 terhufen@fr.com

FISH & RICHARDSON P.C.

10 12860 El Camino Real, Ste. 400

11 San Diego, CA 92130

Telephone: (858) 678-5070 / Fax: (858) 678-5099

12 Aamir Kazi (*Pro Hac Vice*)

13 kazi@fr.com

14 Lawrence Jarvis (*Pro Hac Vice*)

jarvis@fr.com

15 FISH & RICHARDSON P.C.

16 1180 Peachtree St. NE, 21st floor

Atlanta, GA 30309

Telephone: (404) 892-5005 / Fax: (404) 892-5002

17 Phillip W. Goter (*Pro Hac Vice*)

18 goter@fr.com

19 FISH & RICHARDSON P.C.

20 3200 RBC Plaza, 60 South Sixth Street

21 Minneapolis, MN 55402

Telephone: (612) 335-5070 / Fax: (612) 288-9696

22 Susan E. Morrison (*Pro Hac Vice*)

23 morrison@fr.com

FISH & RICHARDSON P.C.

24 222 Delaware Ave., 17th Floor

P.O. Box 1114

25 Wilmington, DE 19801

Telephone: (302) 652-5070 / Fax: (302) 652-0607

Tracea Rice (*Pro Hac Vice*)
trice@fr.com
FISH & RICHARDSON P.C.
1000 Maine Ave. Ste. 1000
Washington, DC 20024
Telephone: (202) 783-5070 / Fax: (202) 783-2331

Attorneys for Plaintiff FINJAN LLC